



**Regular Meeting of the Finance-Personnel Committee
AGENDA**

Tuesday, January 10, 2023, 6:00 p.m.

City Hall, Committee Room #205

101 South Blvd.

Baraboo, WI 53913

PLEASE TAKE NOTICE- Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

	Pages
1. Call Meeting to Order	
1.a Roll Call of Membership	
1.b Note Compliance with Open Meeting Law	
1.c Approve Minutes of 12/13/2022	2
1.d Approve Agenda	
2. Action Items	
2.a Accounts Payable Review and recommendation to Common Council on paying \$ (AP will be provided on Monday 1/9/23)	
2.b Circus City Apartments Review and consideration of amending the Pre-Development Agreement with Circus City Apartments, LLC for the Riverside Development. (Bradley)	4
2.c WPPA Police Union Agreement Review and recommendation to Common Council to consider approving the WPPA Police Union Agreement for 2023. (Bradley)	12
3. Discussion Items	
3.a Discussion and possible recommendation on the training of service animals by an Elected Official.	
4. Adjournment	

Members Present: Kent, Petty

Absent: Sloan

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, K. Stieve, R. Nelson

Call to Order –Ald. Petty called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Kent to approve the minutes of November 21, 2022. Motion carried unanimously. Moved by Kent, seconded by Petty to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Kent, seconded by Petty to recommend to Council approval of the accounts payable for **\$1,346,369.42**. Motion carried unanimously.
- b) **Line of Credits** – J. Ostrander explained that this is the \$5 anticipation note that was taken out in April for TID #12. We would like to draw \$421,395.17 for miscellaneous admin and legal fees, stormwater, water improvements, sewer, roadway, and debt service interest. We have used approximately \$3M of this note. Adm. Bradley explained that the TID is generating money which will be used to pay down a portion of the principal and pay off the interest. We will then refinance within the 5-year period and the TIF will repay this. Moved by Kent, seconded by Petty to recommend to Council to authorize the City to draw \$421,395.17 from the Line of Credit with Baraboo State Bank. Motion carried unanimously.
- c) **DEVCO I LLC** – Adm. Bradley noted that this is the TID #7 agreement that was signed in 2006 with an addendum in 2007. The original agreement says the company has to be owned and controlled by Jay Smith; Jay Smith has since sold off RENEWAL I LLC. This addendum is removing RENEWAL I LLC. Moved by Kent, seconded by Petty to recommend to Common Council to approve the 2nd Addendum of the Development Agreement with DEVCO I LLC, removing RENEWAL I LLC. Motion carried unanimously.
- d) **Airport Assignment** – Adm. Bradley explained that by approving the Assignment and Assumption agreement is transferring our liability and all interest in the Airport to the Village of Lake Delton. By adopting this agreement, as well as the Quit Claim Deed, we will effectively transfer all ownership and all liability over to the Village of Lake Delton for all grants received prior to, and going forward. We are officially out of the Airport. Moved by Kent, seconded by Petty to recommend to Council to approve the Assignment and Assumption with the Village of Lake Delton for the Baraboo-Wisconsin Dells Regional Airport. Motion carried unanimously.
- e) **TID Agreement** – Adm. Bradley explained that the City originally agreed to the terms of this agreement back in June. This will incorporate the Marriott Franchise agreement as being recognized. Our development agreements include restrictions that ownership cannot change; by adopting this it binds them to being a Marriott Hotel for the next 20 years. Moved by Kent, seconded by Petty to recommend to Council to approve the Tax Incremental District Development Agreement with JDJE, LLC (Fairfield Hotel). Motion carried unanimously.
- f) **Property Insurance** – J. Ostrander noted that MPIC currently holds our property insurance. Our quote for 2023 is just shy of \$12,000 more than 2022. Almost \$6500 of this is the builders risk insurance for the library; the remaining increase is about 7%. Moved by Kent, seconded by Petty to recommend to Council to approve the one-year renewal for Property Insurance with Municipal Property Insurance Company (MPIC). Motion carried unanimously.
- g) **Fire/EMS District** – With the creation of the Baraboo Area Fire & EMS District, all accrued benefits for the affected employees will transfer, except for the payout of Comp Time. The past Employee & Personnel Handbook allowed exempt employees to accrue Comp Time. Any Fire Department employee that is currently owed Comp Time will be paid out as a terminating employee. Moved by Kent, seconded by Petty to recommend to Council to approve the transfer of accrued benefits to the new Fire District and payout of Comp Time for Fire Department employees and review the personnel policy at a later date. Motion carried unanimously.
- h) **Fire Benefit Fund**- J. Ostrander noted that back in 1987 they created a death benefit and a longevity fund. Now that the Fire Department is going to the District, they would like to get this paid out. Payout will be determined by the firefighter's years of service; firefighters are partially vested at 5-years, fully vested at 15-

years. Moved by Kent, seconded by Petty to recommend to Council to consider payout of the severance benefits in the Fire Benefit Fund in January, effective December 31st. Motion carried unanimously.

- i) **School Resource Officer** – Adm. Bradley explained there was a Memorandum of Understanding (MOU) between the School District and the City that was done by Chief Schauf in 2021. This MOU for the School Resource Officers is in place until 2025. We approached the schools earlier this year and discussed with them the possibility of them picking up \$150,000 of costs which equates to 75%, or 100% of the time the SRO's are in the school. The remaining 25% is essentially when we get that staff, such as summer break. There are a few minor updates, such as name changes, and an update on the hiring process. Motion by Kent, seconded by Petty to recommend to Council to consider addendum to School Resource Officer memorandum of Understanding (MOU) with the Baraboo School District. Motion carried unanimously.

Discussion Items - *None*.

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:13pm.
Brenda Zeman, City Clerk

RESOLUTION NO. 2023**Dated: January 10, 2023****The City of Baraboo, Wisconsin**

Background: This is an amendment to the original predevelopment agreement that was adopted by Council on April 12, 2022. Both the developer and the City have had a number of delays in our due diligence. The developer has been waiting on the city to finalize the relocation of the 1 AM Dairy Building, soil testing, and a final plan with Alliant to relocate the substation, if possible. The City has a verbal agreement with 1 AM Dairy, received the DNR grant for the purchase of the property and worked with the DNR to coordinate the next steps once purchased for site clean-up. The owners have had a delay in their site selection as a result of factors out of their control. We are still working with Alliant on the substation and hope to have pricing back from them in the next few months.

The developer has shown a good faith effort throughout the process by purchasing the old Baraboo Daycare building and transferring ownership to the city for the building to be removed. They have changed their timeline for construction to accommodate the delays we have incurred and went through a couple of designs to accommodate some of the changes that have taken place as we work through these issues. The City has already committed \$1,000,000 of funding for this project and we have been allocated \$153,000 in DNR Stewardship funding as well as \$500,000 from Congress for another portion of this project. The funding from this development is anticipated to help provided the needed funding to clean up this contaminated site as well as create new public spaces for the benefit of all residents and visitors to Baraboo.

Fiscal Note: (Check one) ☐ Not Required ☒ Budgeted Expenditure ☒ Not Budgeted
Comments: This will be developed as a part of the final development agreement

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, city staff has been in discussions with Developer in regards to City owned property located on Lynn St, Vine St. and Walnut St. parcels 206-1769-00000, 206-0934-00000, 206-1769-10000 ("Project"); and

WHEREAS, the Parties are continuing to negotiate the terms of the development agreement; and

WHEREAS, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

WHEREAS, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

NOW, THEREFORE BE IT RESOLVED, the Baraboo City Council does hereby authorize entering into the amended pre-development agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City's responsibilities under this agreement.

BE IT FURTHER RESOLVED that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and Circus City Apartments amended Agreement.

Offered By: Finance

Motion:

Second:

Approved: _____

Certified: _____

**City of Baraboo and Baraboo Riverfront Project
PRE-DEVELOPMENT AGREEMENT**

THIS PRE-DEVELOPMENT AGREEMENT ("Agreement") is entered into by the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and Circus City Apartments, LLC, a Wisconsin Limited Liability Company with a mailing address of 1201 N. Superior Ave. Tomah, WI 54660 ("Developer"). The City and the Developer may be jointly referred to herein as the "Parties" or singularly as a "Party."

RECITALS

WHEREAS, city staff has been in discussions with Developer in regards to City owned property parcels (206-1769-00000, 2060934-00000, 206-1769-10000 Property") for the purpose of constructing one or more Apartment Facilities and potential Commercial Space on the property with an estimated value that has yet to be determined ("Project"); and

WHEREAS, the Parties are continuing to negotiate the terms of the development agreement; and

WHEREAS, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

WHEREAS, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

NOW, THEREFORE, for the mutual consideration contained herein, the City and the Developer agree as follows:

TERMS

1. **Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement.
2. **Term.** This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until July 31, 2023, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. **City Responsibilities.** During the term of this Agreement, the City agrees to perform as follows:
 - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
 - b. In concurrence with the Developer, shall cause the property to be rezoned if needed to make the proposed project feasible.
 - c. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provided at least 24-hour advance notice to City Engineer Tom Pinion (email: tpinion@cityofbaraboo.com). The City reserves the absolute right to deny entry onto the Property if there is a conflict (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concern as solely determined by the City, in which case the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.

- d. Nothing in this agreement will guarantee the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, the Developer agrees to perform as follows, in addition to any other responsibilities contained herein:
- a. The Developer agrees to immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
 - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.
 - c. Provide evidence for project financing.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Termination.
- a. This Agreement shall automatically terminate upon Parties execution of a Development Agreement for the Property and Project.
 - b. This Agreement may be terminated by either Party with seven (7) calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
 - c. The City may terminate this Agreement at any time and without notice if:
 - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
 - ii. The Developer: (1) becomes insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding, or has such a proceeding commenced against the Developer, and such petition, application or proceeding remains undismissed for a period of ninety (90) days or more, or Developer files an answer to such a petition or application, admitting the material allegations thereof, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not be discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.
7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions

of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer.

8. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth herein, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Baraboo 101 South Blvd. Baraboo, WI 53913-2184
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If to Developer:	Circus City Apartments, LLC 1201 N. Superior Ave Tomah, WI 54660
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- d. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.
- h. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sauk County, Wisconsin.

- i. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date fully executed by the parties, as indicated below.

Circus City Apartments, LLC

Signature: _____
Print: _____
Title: _____

Date: _____

Signature: _____
Print: _____
Title: _____

Date: _____

CITY OF BARABOO

Casey Bradley, City Administrator

Date

Brenda Zeman, City Clerk

Date

INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Baraboo:

I, _____ (*print name*), certify that I am the _____
(*title*) of _____ (*business name*), a corporation in good standing in the State of _____, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

Signature

Date

(*Corporate Seal*)

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

ATTACHMENT B
City of Baraboo Insurance Requirements

It is hereby agreed and understood that the insurance required by the City of Baraboo is primary coverage and that any insurance or self-insurance maintained by the City of Baraboo, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. **INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.**

- a. Commercial General Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. Personal Injury: \$1,000,000
 - iii. General Aggregate: \$2,000,000
 - iv. Medical Expense: \$5,000/any one person
 - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
 - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Baraboo will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS.** All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. **MISCELLANEOUS**

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Baraboo.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Baraboo and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Baraboo must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Baraboo.

RESOLUTION NO. 2023 -

Dated: January 10, 2023

The City of Baraboo, Wisconsin

Background: This is a one year contract, see attached, with the Wisconsin Professional Police Association (WPPA) and the City of Baraboo. The existing contract expired on 12/31/2022. City management and WPPA have met and conferred several times throughout 2022 negotiating a contract that was fair and equitable to both parties given the City's current financial condition. Because we are not in a position to commit to a multiyear contract both parties have agreed to a one-year contract. Under this proposed contract WPPA employees will receive a 4% cost of living adjustment, retroactive back to January 1, 2023, an increase in the clothing allowance from \$600 to \$750, members will be able to cash out up to 75 hours of compensatory time once per year for cash or into their 457 plan, along with a number of language changes as illustrated in the document.

The cost of living adjustment is equal to that of all other employees and is currently budgeted for 2023. The increase in clothing allowance is to account for a change in our handling of this allowance. Currently we have an accountable plan, where employees submit receipts and once verified we then reimburse. Under the new plan, an unaccountable plan, WPPA employees will receive one annual payment in the first pay period of the new year and will be responsible for purchasing the items without providing proof to the city.

Fiscal Note: ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

The Common Council hereby authorizes the City Administrator and the City Clerk to execute the WPPA contract agreement for fiscal year 2023 as presented.

Offered by: Personnel/Finance Comm. **Approved:** _____

Motion:

Second:

Attest: _____

City of Baraboo

and

The Wisconsin Professional Police Association, Inc.

Tentative Agreements

For a Successor to the 2020 – 2022 Collective Bargaining Agreement

Per the 5/19/22 Bargaining Session

- 1. Delete all footnote references to Memorandums of Understanding, except footnote 13.**
- 2. Amend Article V – Grievance Procedure, Steps 3 and 4:**

Step 3 The grievance shall be considered settled in Step 2 unless, within ten days from the date of the Police Chief's or designee's written answer or last date due, the grievance is presented in writing to the City Administrator ~~for referral to the City's Finance/Personnel Committee~~. The City ~~Administrator's Finance/Personnel Committee~~ shall respond in writing to the Employee or the Employee's Union representative, as applicable, within 30 days.

Step 4. If a grievance is not resolved at Step 3, or if any grievance filed by the Employee cannot be satisfactorily resolved ~~by conference with the Employee's Union representatives and the City Administrator after Step 3, with said conference taking place at a mutually agreed upon time and place~~, either Party may take the matter to arbitration as hereafter provided

- 3. Amend Article VII – Probation Period, Residency, Nepotism and Transfers:**

7.01 Probationary period Term. All Employees shall serve a probationary period commencing on the date of hire and continuing for 12 full months from ~~satisfactory completion of field training the date of the Employee's date of hire~~. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the grievance procedure.

7.02 Residency Requirements City residency is not a requirement, but Employees are required to reside within ~~3525~~ miles of the police Department.

- 4. Amend Article IX, Responding to a Call to Work, Staffing:**

9.03 Posting Procedure. As needed to ensure adequate staffing levels and for special assignments, the Department may post requests for Employees to volunteer for overtime

work. Postings will be placed at a location in the Department that is accessible to all Employees. 9.07 Anticipated Vacancies. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.

If multiple Employees sign up for a posting, the selection will be as follows:

- a. Offered by seniority within the patrol division, then SRO/Detective, then non-represented employees (i.e., Supervisors), if qualified.
- b. Ordered by inverse seniority

9.04 Use of Call-In procedure. Call-ins for Employees will be by seniority, ~~rotating based on seniority~~. If no Employees want to accept a call-in request, the opportunity will then be offered to non-represented Employees (i.e., Supervisors) prior to ordering in an Employee(s), if necessary, by inverse seniority.

9.05 Early Call-In and Hold-Over of Officers. Employees may be assigned overtime without utilizing either the call in or posting procedures when the overtime assignment is attached to the beginning or end of the Employee's shift. Employees may be called in a maximum of two hours early before a shift or be held over a maximum of four and one/quarter (4-1/4) hours (half-shift) after a shift. It is recognized that in the event of an investigation, the Employees overtime may extend over four and one/quarter (4-1/4) hours.

~~9.07 Anticipated Vacancies. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.~~

9.08 Training Schedules. Employees are required by the State of Wisconsin to complete 24 hours of in service training per year, but more may be required by the Police Chief or designee.

a) If an Employee wishes to work his/her regularly assigned shift in addition to attending training during the same workday, the Employee will be permitted to do so and will receive compensatory time at a rate of time and one-half (1 1/2) for those additional hours worked. Employees are required to inform the Lieutenant or designee of their choice to facilitate scheduling. Employees who are assigned to attend training during the hours of their regularly scheduled shift will attend training in lieu of working the shift. Attendance at such scheduled in-service sessions will be required. Employees shall receive time and one-half (1 1/2) compensatory time for all time spent at such sessions unless they attend during their normally scheduled work hours. Compensatory time earned for in-service shall be in addition to the compensatory time in Section 10.08, however, compensatory time earned for in-service must be used in the year earned, except carryover may be allowed with the police Chief ~~s-fs~~ approval.

5. Amend Article X, Wages, Additional Pay and Compensatory Time:

10.07 Shift Leader. When the senior Employee of a shift is required to act as Shift Leader, he/she shall be compensated at a rate of an additional \$2.50 per hour for the actual hours worked as Shift Leader, so long as the Employee is qualified to work as the Shift Leader as determined by the Police Chief or Designee. Any Employee required to act as Shift Leader will perform those duties to the best of his/her ability. Failure to act as Shift Leader when assigned will result in discipline or discharge. Shift Leaders will not be disciplined or discharged for any good faith decisions.

10.08 Employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such Employees will be entitled to another vacation day. Employees shall receive one and one-half (1 1/2) times their hourly rate for all hours worked on a holiday. Employees who do not work on holidays are entitled to eight and one-half (8 1/2) hours straight time pay for such holidays. Employees who are required to work on a holiday that is normally a scheduled day off, shall receive double time (2x) pay in addition to receiving the holiday pay for all holidays worked, as follows:

New Year's Day	Memorial Day Labor Day	<u>MLK. Jr. Day</u>
Thanksgiving Day	Friday before Easter	Easter
Day before Christmas	Christmas	Fourth Q of July

6. Amend Article XI – Sick Leave:

11.04 Insufficient Sick Leave Credits. If an Employee is absent from work for any reason set forth under Section ~~11.01~~14.01, and at such time has accumulated insufficient sick leave to cover the time lost, the time off will be unpaid, unless the employee elects to use earned and unused vacation or compensatory time.~~amount of the time lost shall be deducted from current earnings of said Employee, provided; however, that for each month worked during such calendar year by said Employee during which no sick leave is taken, said Employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave.~~

7. Amend Article XIII –Funeral Leave:

13.01 Eliminate the footnote referencing Wis. Stat. §103.10(1)(ar) and replace it with the following: “‘Domestic partner’ is defined to cover those individuals considered domestic partners under the City’s health insurance plan.”

13.03 Other Family Members. Paid funeral leave of up to eight hours s for Employee's assigned to work a regular eight hour shift, eight and one-half hours for Employees assigned to work a regular eight and one-half hour shift, or 12 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee's assignment at the time of the paid funeral leave use, will be granted to full-

time Employees for absences from work caused by the death of an employee's other family member.²⁸ For the purpose of this Article, "other family members" means:

8. Article XIV – Promotions, Vacancies:

Filling Vacancies. When new classifications are created or vacancies exist within the bargaining unit Department, bargaining unit Employees shall be given the first opportunity to fill such vacancies. ~~The filling of those vacancies Promotions to another job classification~~ shall be determined on the basis of relative ability, experience, and other qualifications as substantiated by an Employee's personnel records, including his/her performance appraisals. Where ability, experience, qualifications, and performance are relatively equal, seniority shall be the determining factor. If not promoted, the Employee will be notified of the reason.

9. Article XVII – Health and Welfare:

17. 02 Group Health Insurance plan. The City will provide a group health insurance plan for all regular full-time employees and their dependents~~participates in the Wisconsin Public Employers' Group Health Insurance Program to provide health care benefits to its employees. The City reserves the right to change to a different plan provided the coverage is comparable. Employees have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance program in the City's service area.~~

a) City Contribution. ~~Effective January 1, 2012, t~~The City ~~agrees to~~will pay the premium for single or family health insurance in the amount of ninety (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area or the maximum contribution as allowed by law. The remaining premium, if any, shall be paid by the Employee via payroll deduction.

b) Retirees. Those employees who have retired from the Department may, at their own expense, choose to continue their coverage through a health care plan offered by the City until they reach the age of 65 or become eligible for Medicare. Such premiums must be submitted by the retiree on or before the premium due date. If the retiree in question fails to submit any such monthly premium to the City by this date, the employee's coverage under the policy shall be deemed to have terminated. An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.

**City of Baraboo
and
The Wisconsin Professional Police Association, Inc.**

Tentative Agreements

For a Successor to the 2020 – 2022 Collective Bargaining Agreement

1. The tentative agreements set forth in the post-5/19/22 bargaining session document.

2. Amend Article VII – Probation Period, Residency, Nepotism and Transfers:

7.03 Lateral Transfers. upon the appointment of a new Employee to the Department, the Police Chief may consider the Employee's experience and training when setting the wages, vacation accrual, and work assignment for the Employee within the current pay schedule described in this Agreement.

Note: Chief will meet with three employees who transferred in to discuss potential equity adjustments.

3. Amend Article X, Wages, Additional Pay and Compensatory Time:

10.01 - 4% wage increase for 2023

10.09 Compensatory Time

- a) All Employees shall be allowed to accumulate compensatory time up to 150 hours in lieu of being paid for overtime. If an employee reaches this maximum and subsequently uses compensatory time, the employee may accumulate additional compensatory time up to this maximum. Employees may elect to cash out up to seventy-five (75) banked compensatory hours per year at any payroll period by giving the City one week's written notice. The employee may elect to have this cash out paid into the employee's deferred compensation account by means of payroll deduction.

4. Amend Article XI – Sick Leave:

11.03 Accrual of Credits. Sick leave credits accrue as follows:

- a) Employees ~~for whom vacation periods are provided~~ shall earn one day of sick leave for any month where the Employee has completed 13 days of compensated service. The amount of sick leave earned per month shall be based on the schedule worked by the Employee that month: one day of sick leave means eight and one half (8.5) hours for employees working 12 hour shifts; eight hours for

employees working eight hour shifts and eight and one-half hours for employees working eight and one-half (8 1/2) hour shifts.

- b) No Employee shall be credited with an accumulation of more than ~~1200~~ 1275 hours of sick leave credits.
- c) Employees shall not be required to use sick leave in the case of an on-the-job injury when Workers' Compensation benefits are paid to the Employee.
- d) Employees will receive eight and one-half hours of additional pay when six consecutive months have passed without that Employee using sick leave. As long as there are six consecutive months without using any sick leave when this Employee is at the maximum of ~~1200 hours~~ 1096.5 days of sick leave, the additional day of pay will be granted in the month of December that follows the six-month period being addressed. The six consecutive months do not have to be within the same calendar year.

Note: One employee has reached an accumulation of 1275 ~~hours~~ days. That employee will be allowed to keep the excess 75 ~~days~~ hours and use them. The 1200-hour limit will apply and he will not be allowed to accrue additional sick days until his bank falls below 1200 hours.

11.05 Compensation Upon Retirement or Termination. Employees who retire or voluntarily quit shall be entitled to compensation of any unused sick leave days up to a maximum of 1200 hours at the time he/she leaves the service of the City by either using it as a credit for the payment of health insurance premiums as long as the employee or spouse is covered by the City's health plan or by deposit into the employee's . At the time of separation, such Employee can designate all or part of this benefit for continued health insurance coverage under Agreement; however, sick leave credits in excess of 1096.5 hours and up to 1200 hours may be used only for purposes of health insurance and at no time shall the cash benefit exceed 1096.5 hours. tax-deferred compensation account. In the case of an Employee's death, this payment shall be made to the Employee's estate under the same conditions set forth above. The value of the credit or deposit shall be based upon the number of unused sick hours at the time of retirement multiplied by the employee's hourly rate at time of retirement. ~~An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.~~

5. ARTICLE XII – VACATION

Amend: 12.01 Rate of Earning.

59.5 hours of vacation after completion of one year of service
119 hours of vacation after completion of 2 years of service
178.5 hours of vacation after completion of 5 years of service

204 hours of vacation after completion of ~~20 year~~ 8 years of service
212.5 hours of vacation after completion of ~~25 years~~ 145 years of service

6. Article XV – Clothing and Personal Property

15.01 Allotment. On the first payday of each year, each employee will be paid \$750 for the purpose of ~~The City will purchase~~ required clothing and replacing worn-out clothing ~~in an amount not to exceed the amount noted in the schedule below, per person, per year. Replaced clothing shall be returned to the Department~~ The annual amount for Employee's clothing will be six hundred dollars (\$600). New Employees shall receive seven hundred and fifty six hundred dollars (~~\$600~~750) for clothing purchases when starting employment with the Department.

7. The term will be for one year from January 1, 2023 through December 31, 2023.